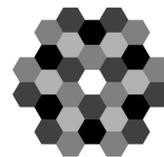


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number EGL371083

Edition date 07.01.2021

- This official copy shows the entries on the register of title on 14 NOV 2022 at 12:16:27.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Nov 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being London City Airport Jet Centre, London City Airport, London (E16 2PJ).

NOTE: As to the part hatched blue on the title plan the Silvertown Tunnel and its surrounding structure are excluded from the title.
- 2 (07.04.1998) The Transfer dated 26 March 1998 referred to in the Charges Register contains a provision as to light or air.
- 3 (20.04.2007) The structure of the Docklands Light Railway viaduct, the airspace above the viaduct structure, the piers and columns supporting the viaduct structure and the pier subsoil of the part edged and numbered 1 in blue on the title plan and more particularly described in the Transfer dated 12 February 2007 referred to below has been removed under title EGL519266.
- 4 (20.04.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.
- 5 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.
- 6 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.
- 7 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands

A: Property Register continued

Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

- 8 (07.01.2021) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (07.01.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (07.01.2021) The price stated to have been paid on 16 December 2020 for the land in this title and other property was £246,900,000.
- 7 (07.01.2021) A Transfer of the land in this title dated 16 December 2020 made between (1) AMI Property Holdings Limited and (2) Docklands Aviation Group Limited contains purchaser's personal covenants.

NOTE: Copy filed under EGL343511.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (12.11.1969) By a Conveyance dated 4 August 1926 made between (1) The Port of London Authority and (2) Michael Heaslip the land edged and numbered 2 and 3 in yellow on the filed plan was conveyed subject to the stipulations details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

2 (12.11.1969) A Conveyance of the land edged and numbered 2 and 3 in yellow on the filed plan and other land dated 11 November 1936 made between (1) The Mayor Aldermen and Burgesses of The County Borough of West Ham (Corporation) and (2) Pinchin Johnson & Co Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (12.11.1969) The land edged and numbered 2 and 3 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 11 November 1936 referred to above:-

Out of the assurance hereinbefore contained there is reserved to the Corporation in fee simple the full and free right of passage and running of water and soil from and to the land of the Corporation adjoining or near to the hereditaments hereby assured through the drains sewers hydrants water supply pipes and gully drainage pipes which are shown on the plan thereunto annexed And also a right of access to and liberty from time to time with workmen or others to enter on the hereditaments hereby assured for the purpose of repairing renewing cleansing and maintaining the said drains sewers hydrants and pipes and also the viaduct and staircase shown on the said plan the Corporation and its successors in title giving to the Purchaser and its and their tenants reasonable notice previous to such entry and doing thereby no unnecessary damage to the hereditaments hereby assured."

4 The part of the land affected thereby is subject to the rights granted by a Deed dated 5 March 1940 made between (1) Port of London Authority and (2) West Ham Council but neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration.

5 An Agreement under seal dated 14 May 1968 made between (1) British Railways Board and (2) Port of London Authority relates to the maintenance and repair of the Tunnel in the vicinity of Connaught Road.

NOTE: Copy filed under EGL177205.

6 A Transfer of the land edged and numbered 1 in yellow on the filed plan and other land dated 28 October 1983 made between (1) The Port of London Authority (PLA) and (2) London Docklands Corporation (LDDC) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 The land edged and numbered 1 in yellow on the filed plan and other land is subject to the following rights reserved by the Transfer dated 28 October 1983 referred to above:-

"There is excepted and reserved to PLA in fee simple

(a) a full and uninterrupted right of light and air for the buildings from time to time on the PLA's land shown edged green on the plan ("the retained land") over and from the premises

(b) the right to alter any buildings or erections from time to time on the retained land and to erect any buildings or erections on the retained land as the PLA think fit notwithstanding any obstruction or interference which is caused to the access of light or air to the premises or to any windows or openings in any buildings or erections from time to time on the premises

(2) It is hereby declared that the access of light and air to the premises and to the windows or openings mentioned in paragraph (1) (b) of this Clause from the retained land shall be deemed to be enjoyed by the PLA's consent and not as of right"

8 The land edged and numbered 5 in yellow on the filed plan is subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

C: Charges Register continued

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

.....
..

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

NOTE: By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph.

.....
..

9 A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

10 (22.05.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC) (2) Port of London Authority (PLA) (3) London City Airport Limited (LCA) (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they

C: Charges Register continued

may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

.....
..

NOTE: The RODMA Lease is dated 28 September 1990 made between (1) London Docklands Development Corporation (LDDC) and (2) Royal Docks Management Authority Limited (RODMA). The Property is London City Airport and the Fuel storage area adjacent thereto

The land in this title comprises part of the LDDC Land referred to.

11 (02.02.1996) The part of the land affected thereby is subject to all subsisting rights of British Rail in respect of the railway tunnel shown hatched blue on the filed plan.

12 (02.02.1996) A Transfer of the land edged and numbered 4 in yellow on the filed plan and other land dated 7 February 1989 made between (1) The Port of London Authority (PLA) and (2) The London Docklands Corporation contains covenants details of which are set out in the schedule of restrictive covenants hereto.

13 (07.04.1998) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 26 March 1998 made between (1) London Docklands Development Corporation and (2) Stratfield Limited.

NOTE 1: Where relevant, the provisions contained in the earlier documents referred to in the above deed are set out in the registers of this title

NOTE 2: Original filed.

14 (12.07.1999) The land in this title is subject to the rights granted by a Deed of Grant of Easement dated 30 June 1999 made between (1) Stratfield Limited (2) London City Airport Limited and (3) The Urban Regeneration Agency.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

15 (10.10.2002) The land is subject to the rights granted by a Deed dated 3 October 2002 made between (1) City Aviation Properties Limited Marketspur Limited and London City Airport Limited and (2) London Electricity Services Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

16 (20.05.2004) The land is subject to the rights granted by a Deed of Grant of Easement dated 7 May 2004 made between (1) City Aviation Properties Limited, (2) Marketspur Limited, (3) London City Airport Limited and (4) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

17 (01.09.2006) The land is subject to the rights granted by a Deed of Grant dated 15 August 2004 made between (1) City Aviation Properties Limited, Marketspur Limited and London City Airport Limited and (2) Thames Water Utilities Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EGL343511.

18 (14.09.2010) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

C: Charges Register continued

19 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

20 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

21 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

22 (21.07.1999) The parts of the land affected thereby are subject to the following rights granted by a Lease dated 30 June 1999 made between (1) London City Airport Limited and (2) The Urban Regeneration Agency Limited:-

Together with the rights and easements set out in the Schedule hereto:

THE SCHEDULE

Rights and Easements Granted

The right to pass and re-pass with or without vehicles at all reasonable times and for all purposes in connection with the use of the Premises over and along the access road shown for identification purposes only coloured brown on Plan 1 annexed hereto or along such other no materially less convenient or appropriate access road as the Lessor may specify from time to time.

The right of support and protection for the Premises from the adjoining land of the Lessor.

The right for the Lessee and its contractors or agents and their respective servants and workmen at all times during the Term:

to lay and during the continuance of the Term to use and maintain through or under that part of the adjoining or neighbouring land belonging to the Lessor (the "Adjoining Premises") in the position shown by the broken orange line on Plan 2 annexed hereto such electric lines, ducts and other apparatus as may in the opinion of the Lessee from time to time be requisite; and

to enter the Adjoining Premises for the purpose of carrying out such acts and things as may be necessary for the purposes of installing, re-laying, inspecting, maintaining or removing any such plant, electric lines or other apparatus as aforesaid.

NOTE 1: The access road shown coloured brown on plan 1 is shown hatched brown on the title plan so far as affects

NOTE 2: The land shown by an orange line on plan 2 is shown by a blue broken line on the title plan.

23 (07.01.2021) By a Deed dated 14 September 2007 made between (1) Marketspur Limited and (2) London City Airport Limited the terms of the Leases dated 28 October 1999 referred to in the schedule of leases hereto were varied. The said Deed also rectified the extent of the land demised.

NOTE: Copy Deed filed under EGL518714.

Schedule of restrictive covenants

1 The following are details of the stipulations contained in the Conveyance dated 4 August 1926 referred to in the Charges Register:-

PART I

Covenants and Stipulations relating to the land coloured red and blue on the said land

Schedule of restrictive covenants continued

1. A covenant on the part of the said Dock Company contained in the said Indenture of Conveyance dated 28 July 1876 not at any time thereafter to erect or put on the pieces of land first therein described or any part thereof any bank of a greater height than 8 feet nor on the piece of land secondly therein described or any part thereof any Railway embankment of a greater height than 8 feet.

2. The covenants referred to in such last mentioned Conveyance as having been into with one George Parker Bidder in an Indenture dated 28 December 1865 and which are allowed to be covenants for the erection of certain fences and for preventing and prohibiting the construction on the land (and other land thereby conveyed) of any Docks similar to the Victoria London Docks.

PART II

Covenants and stipulations relating to the land coloured green on the said plan

1. Covenant or stipulations referred to in an Indenture dated 8 December 1875 and made between The Silvertown Land Company Limited of the first part the Reverend Justice Chapman of the second part and the Great Eastern Railway Company of the third part and being a stipulation that the trade of an inn-keeper victualler or retailer of wines spirits or beer should not be carried on upon the said land.

2. Stipulations referred to in an Indenture of Conveyance dated 8 December 1875 and made between Joseph Morris of the one part and the Great Eastern Railway Company of the other part and being covenants entered into by Joseph Morris in any Indenture dated 7 November 1867 with the Eastern District Freehold Estate Company Limited forthwith to erect throughout the whole length of the northern side of the lands thereby granted within the boundary thereof a proper and sufficient fence and thenceforth forever to maintain and repair the same And not to carry on or permit or suffer to be carried on upon the said lands thereby granted or at or upon any erection or building to be placed thereon or on any part thereof the trade or business of an innkeeper victualler or retailer of wines spirits or beer And before erecting any building thereon or any part thereof to submit the plan and elevation of such building to the Surveyor for the time being of the said Company and their successors and to obtain the approval of such Surveyor to such plan and elevation.

NOTE: So much of the land coloured red and blue as is comprised in this title is edged and numbered 2 in yellow on the filed plan. So much of the land coloured green as is comprised in this title is edged and numbered 3 in yellow on the filed plan.

2 The following are details of the covenants contained in the Conveyance dated 11 November 1936 referred to in the Charges Register:-

The Purchaser hereby covenants with the Corporation that the Purchaser and all persons deriving title under it will at all times hereafter observe in respect of the premises hereby assured the stipulations set forth in the schedule hereto

THE SCHEDULE

1. There shall be for ever maintained the close boarded fence and gates now erected on the sides of the property hereby assured fronting on to Camel Road and shown on the plan hereunto annexed.

2. No building shall be erected on any part of the property hereby assured so as to abut upon the viaduct and staircase shown on the said plan and a clear space of not less than 8 feet from the said viaduct shall be left for the purpose of enabling access to be had thereto for the purposes of maintenance and repair.

3 The following are details of the covenants contained in the Transfer dated 28 October 1983 referred to in the Charges Register:-

"The LDDC hereby covenants with the PLA to the intent that the burden of this covenant may run with and bind the premises and every part of

Schedule of restrictive covenants continued

them forever and to the intent that the benefit of this covenant may be annexed to and run with the retained land and every part of it not to carry on or permit to be carried on upon the premises work which by reference to its description or the premises is dock work for the purposes of the Dock Work Regulation Act 1976 Section 5(4) not to carry on or permit to be carried on upon the premises any cargo handling operations"

NOTE: The retained land referred to lies to the east and north east of the land in this title.

- 4 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Company with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones"

NOTE: The blue land referred to is edged blue on the supplementary plan to the filed plan so far as it affects this title.

- 5 The following are details of the covenants contained in the Transfer dated 7 February 1989 referred to in the Charges Register:-

LDDC for itself and its successors in title to the Property hereby covenants with London City Airport Limited and its successors in title so as to bind each and every part of the Property for the benefit of each and every part of the remainder of the land comprised within Title Number EGL147506 that LDDC and all other persons intended to be bound as aforesaid will observe and perform the covenants contained in the Third Schedule.

Schedule of restrictive covenants continued

THE THIRD SCHEDULE

The Covenants referred to above.

(a) That the Property shall not be used other than as a swing bridge for the transport of road traffic and the passage of pedestrians and an elevated approach road and footpath leading thereto and all necessary ancillary purposes and

(b) That the swing bridge shall normally be kept in the position that is open to road vehicles and closed to shipping and

(c) That the swing bridge shall only be open to permit the passage of shipping or maintenance repair or renewal of the swing bridge and all ancillary equipment

(i) during such hours as the airport on the adjoining land within Title Number EGL147506 and known as the London City Airport ("the Airport") is closed to air traffic movements (such hours to be determined by the operator of the Airport) or

(ii) at such other times as the operator of the Airport may permit provided that the operator of the Airport shall permit the swing bridge to be opened at least once a day (if required) by prior arrangement with LDDC or its successors in title.

(iii) that apart from the use of the said bridge and its approach road by all types of road vehicles and by pedestrians LDDC shall not permit the Property to be used in any way which might interfere with the navigational aids at the Airport.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	01.10.2010	Land at London City Airport, Connaught Road	07.09.2010 99 years from 07/09/2010	EGL577316
2	21.07.1999 Edged and numbered 2 in blue	Electricity Sub Station	30.06.1999 From 29 January 1999 to 29 December 2084	EGL391630
	NOTE: See entry in Charges Register relating to the rights granted by this lease.			
3	21.09.2007	Part of London City Airport	28.10.1999 20 years from 23 December 1998 to and including 22 December 2018	EGL527798
	NOTE 1: The lease comprises also other land			
	NOTE 2: See entry in the Charges Register relating to a Deed of Rectification dated 14 September 2007.			
	NOTE 3: The lease dated 28 October 1999 referred to above has been determined as to part edged and lettered X in green on the title plan.			
4	21.09.2007	Part of London City Airport	28.10.1999 4 years from 23 December 2018 to 22 December 2022	EGL527799
	NOTE 1: This is a reversionary lease.			
	NOTE 2: The lease comprises also other land.			

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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NOTE 3: See entry in the Charges Register relating to a Deed of Rectification dated 14 September 2007.

NOTE 4: The lease dated 28 October 1999 referred to above has been determined as to part edged and lettered X in green on the title plan.

End of register